

JS-6

J. Andrew Coombs (SBN 123881)
 andy@coombsp.com
 Annie Wang (SBN 243027)
 annie@coombsp.com
 Nicole L. Drey (SBN 250235)
 nicole@coombsp.com
 J. Andrew Coombs, A P. C.
 517 E. Wilson Ave., Suite 202
 Glendale, California 91206
 Telephone: (818) 500-3200
 Facsimile: (818) 500-3201

Attorneys for Plaintiff Nike, Inc.

Adam Burton, an individual and
 d/b/a www.burtonshoes.net, www.burtontrading.net
 and Burtonshoes Inc.
 5340 Overbrook Rd.
 Tuscaloosa, Alabama 35405
 Telephone: (386) 755-6742

Defendant, *in pro se*

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Nike, Inc.,)	Case No.: LACV11-5562 VBF
)	(MRWx)
Plaintiff,)	
)	[PROPOSED] CONSENT
v.)	DECREE PURSUANT TO
)	STIPULATION
Adam Burton, an individual and d/b/a)	
www.burtonshoes.net,)	
www.burtontrading.net and Burtonshoes)	
Inc. and Does 1 – 10, inclusive,)	
Defendants.)	

The Court, having read and considered the Joint Stipulation re Entry of Proposed Consent Decree that has been executed by Plaintiff Nike, Inc. (“Nike” or “Plaintiff”) and Defendant Adam Burton, an individual and doing business as www.burtonshoes.net, www.burtontrading.net and Burtonshoes Inc. (“Defendant”) in this action:

GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Permanent Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., as well as 28 U.S.C. § 1338(a) and 28 U.S.C. § 1331.

2) Service of process was properly made on the Defendant.

3) Nike owns or controls the pertinent rights in and to the trademarks listed in Exhibit “A” attached hereto and incorporated herein by this reference (The trademarks identified in Exhibit “A” are collectively referred to herein as the “Nike Trademarks”).

4) Nike alleges Defendant has made unauthorized uses of the Nike Trademarks or substantially similar likenesses or colorable imitations thereof.

5) Defendant and his agents, servants, employees and all persons in active concert and participation with him who receive actual notice of the Injunction are hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116, from:

a) Infringing the Nike Trademarks, either directly or contributorily, in any manner, by:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale any unauthorized products which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks (“Unauthorized Products”);

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Nike Trademarks;

iii) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendant’s customers and/or members of the public to believe, the actions of Defendant, the

1 products sold by Defendant, or Defendant himself is connected with
2 Nike, is sponsored, approved or licensed by Nike, or is affiliated with
3 Nike;

4 iv) Affixing, applying, annexing or using in connection with the
5 importation, manufacture, distribution, advertising, sale and/or offer for
6 sale or other use of any goods or services, a false description or
7 representation, including words or other symbols, tending to falsely
8 describe or represent such goods as being those of Nike.

9
10 6) Defendant is ordered to deliver for destruction all Unauthorized Products,
11 including footwear, and labels, signs, prints, packages, dyes, wrappers, receptacles
12 and advertisements relating thereto in his possession or under his control bearing any
13 of the Nike Trademarks or any simulation, reproduction, counterfeit, copy or colorable
14 imitations thereof, and all plates, molds, heat transfers, screens, matrices and other
15 means of making the same.

16 7) Except for the allegations contained herein, the claims alleged in the Complaint
17 against Defendant are dismissed with prejudice.

18 8) This Consent Decree shall be deemed to have been served upon Defendant at
19 the time of its execution by the Court.

20 9) The Court finds there is no just reason for delay in entering this Injunction and,
21 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
22 immediate entry of this Permanent Injunction against Defendant.

23 9) The Court shall retain jurisdiction of this action to entertain such further
24 proceedings and to enter such further orders as may be necessary or appropriate to
25 implement and enforce the provisions of this Consent Decree.

26 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
27 Agreement, Joint Stipulation Re Entry Of [Proposed] Judgment, Proposed Judgment
28

Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

11) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED: 1-30-12



Hon. Valerie Baker Fairbank
United States District Judge

PRESENTED BY:

J. Andrew Coombs, A Professional Corp.

By: _____
J. Andrew Coombs
Annie S. Wang
Attorneys for Plaintiff Nike, Inc.

Adam Burton, an individual and
d/b/a www.burtonshoes.net,
www.burtontrading.net and Burtonshoes, Inc.

By: _____
Adam Burton
Defendant, in *pro se*

EXHIBIT A

Nike Registrations

Trademark	Registration Number	Registration Date
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
Nike® and Swoosh® Design	1,237,469	May 10, 1983
Nike®	1,277,066	May 8, 1984
Swoosh® Design	1,284,385	July 3, 1984
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Air Jordan®	1,370,283	November 12, 1985
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
Nike Air®	1,571,066	December 12, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
Jump Man device	1,742,019	December 22, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTempo in crest	2,032,582	January 21, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Nike®	2,196,735	October 13, 1998
Nike® and Swoosh® Design	2,209,815	December 8, 1998
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001

1	WAFFLE RACER	2,652,318	November 19, 2002
2	PHYLITE	2,657,832	December 10, 2002
3	TRUNNER	2,663,568	December 17, 2002
4	DRI-STAR	2,691,476	February 25, 2003
5	PRESTO	2,716,140	May 13, 2003
6	TRIAX	2,810,679	February 3, 2004
7	WAFFLE TRAINER	2,893,674	October 12, 2004
8	THERMA-STAR	2,960,844	June 7, 2005
9	NIKE SHOX	2,970,902	July 19, 2005
10	Basketball player outline	2,977,850	July 26, 2005
11	NIKEFREE	3,087,455	May 2, 2006
12	AIR FORCE I	3,520,484	October 21, 2008